

# **EXHIBIT D**

6MT 355

**DELPHI**  
Automotive Systems

Energy &amp; Chassis Systems

Page 1 of 3

**Buyer:**Delphi Energy & Chassis Systems  
5725 Delphi Drive  
Troy MI 48068**Requirements Contract**

PO Number

550005887

Date Issued

11/01/2001

Version

04/02/2002 14:47:08

Please deliver to:

See Delivery Schedule

ORIGINAL  
REQUIREMENT CONTRACTE BELIER QUERETARO SA DE CV  
LBO FOUNDRY  
CALLE 2 NO 18 FRACC  
INDUSTRIAL BENITO JUAREZ  
QA 76120 QUERETARO  
MEXICO

Vendor No: 1005390

DUNS No: 812566834

Payment Terms: ZMN2

Currency: USD

Settled on 2nd Day, 2nd Month

Incoterms: F03 - Ship Pt Ft Coll-Buyer Pays

See Attached for Delphi Automotive Systems General Terms and Conditions

Item No.	Material No. Description	Plant
00010	18042476 BODY-M/CYL (CST) BODY-M/CYL (CST) Price reductions schedule: 2nd yr. \$0.042 per piece - eff. 1/1/04 3rd yr. \$0.040 per piece - eff. 1/1/05 4th yr. \$0.039 per piece - eff. 1/1/06 5th yr. \$0.037 per piece - eff. 1/1/07	DELPHI E & C NEEDMORE

Valid From	Valid To	Currency	Price	Price Unit	UOM
11/01/2001	12/31/2007	USD	3,100.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020	18047486 BODY-M/CYL 25.4 DIA -CST Price reductions schedule: 2nd yr. \$0.02 per piece - eff. 1/1/04 3rd yr. \$0.02 per piece - eff. 1/1/05 4th yr. \$0.02 per piece - eff. 1/1/06 5th yr. \$0.02 per piece - eff. 1/1/07	DELPHI E & C NEEDMORE
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Valid From	Valid To	Currency	Price	Price Unit	UOM
11/01/2001	12/31/2007	USD	3,059.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**

This Contract replaces previous contract # N/A

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This contract sets forth the exclusive terms and conditions under which seller shall sell and buyer shall purchase the goods or services described in the line item.

Purchasing Contact: Adams, Chantina

Phone: 937-455-7854

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
2000 FORRER BLVD.  
KETTERING OH 45420

**DELPHI**  
Automotive Systems

Energy &amp; Chassis Systems

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LE BELIER QUERETARO SA DE CV  
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## Notes Continued:

detail of this contract for the period(s) specified therein. Terms and conditions proposed by seller which are different from or in addition to the provisions of this contract are unacceptable to buyer, are expressly rejected by buyer, and shall not become a part of this contract. Any modification of this contract shall be made only in accordance with the provisions of paragraph 20 of the general terms and conditions.

Seller grants to Buyer access to all pertinent information, including, but not limited to, books, records, payroll data, receipts, correspondence and other documents for the purpose of auditing seller's charges under this contract. Seller will preserve these documents for a period of 4 years after the final payment under this contract. In addition, all work, materials, inventories and other items provided under this contract must be accessible to Buyer, including, but not limited to, parts, tools, fixtures, gauges and models. Seller will segregate its records and otherwise cooperate with Buyer so as to facilitate the audit.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overhead.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit of the Buyer; (ii) if Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, seller's price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 13 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

Delphi Automotive Systems requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

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### Notes Continued:

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Project Vega/Supplier Requirements, for additional information.

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, quotation, work order, shipping instructions, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions, changes in, modifications of, or revocations of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
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Delphi Long-Term terms and conditions, and Delphi Metal Adjustment Policy applied to this contract.